Bliss at Bowen Participant Agreement

PARTIES

This Participant Agreement is made between:

Host / Service Provider: Kristen Howarth trading as "Kristen Howarth Women Unleashed" of

2 Pimpala Street, Marrangaroo NSW 2790 (Host); and

Participant: The person participating in the wellness weekend (Participant).

a. The Host has arranged a wellness weekend retreat to be conducted at Bowen Mountain Retreat, 1 Serpentine Lane, Bowen Mountain, NSW 2753 (Venue / Property).

b. The Host has entered into a retreat venue agreement with the venue operator (Venue Agreement), which includes rules and restrictions that apply to all retreat participants.

c. The Participant wishes to attend the retreat and agrees to be bound by this Participant Agreement, including compliance with the Venue Agreement obligations that apply to guests/participants.

Agreed terms

1. Definitions and interpretation

1.1. Definitions
In this Participant Agreement:

Activities means any activity conducted, offered, facilitated, suggested, organised or undertaken in connection with the retreat, whether on or off the Property, including (without limitation) movement and exercise sessions, yoga, breathwork, sauna and pool use, workshops, discussions, guided practices, bush or outdoor activities, and any similar wellness or retreat activity.

Claim means any claim, action, proceeding, demand, loss, damage, cost or expense (including legal costs on a full indemnity basis).

Host Parties means the Host and each of the Host's officers, employees, contractors, facilitators, volunteers and agents.

Participant Agreement means this agreement, including any schedules.

Property has the meaning in the Venue Agreement.

Retreat means the wellness weekend hosted by the Host at the Property during the booking period stated in the Venue Agreement.

Venue Agreement means the "Retreat Venue Agreement Bowen Mountain Retreat & Kristen Howarth Women Unleashed" dated 22 July 2026.

Venue Rules means the guest conduct, health and safety, excluded activities and other requirements applicable to guests/participants under the Venue Agreement, as set out or referred to in clause 3 of this Participant Agreement.

1.2. Interpretation
(a) A reference to a person includes an individual, body corporate and any other entity.
(b) Headings are for convenience only and do not affect interpretation.
(c) The words "including", "for example" and similar expressions are not words of limitation.

2. Participation, term and consideration

2.1 Condition of participation

Participation in the Retreat is conditional upon the Participant complying with this Participant Agreement.

The parties acknowledge and agree that they are bound by the terms of this agreement upon the Participant paying the non-refundable deposit to the Host.

2.2 Term
This Participant Agreement commences on the date that payment of the non-fundable deposit is paid by the Participant and continues until the later of:
(a) completion of the Retreat; and

(b) finalisation of all Claims arising out of or in connection with the Retreat or Activities.

2.3 Fees
The Participant is responsible for payment of the Host's retreat fees in accordance with the Host's booking and payment terms notified to the Participant separately.

3. Participant's Acknowledgments
3.1 The Participant acknowledges and agrees that:
(a) the Host is obliged to comply with the Venue Agreement;
(b) the Participant's conduct may expose the Host to liability, loss or costs under the Venue Agreement; and
(c) the Participant must comply with the Venue Rules as a condition of entry to and use of the Property.

3.2. Key Venue Rules (non-exhaustive)
Without limiting clause 3.1, the Participant must comply with the following requirements:
(a) use the premises respectfully and in accordance with any instructions provided by the venue;
(b) comply with pool safety requirements, including that the Participant must not use the pool if intoxicated and must not permit any intoxicated person to use the pool;
(c) stay away from cliff edges at all times and take care in bushland areas due to wildlife hazards including snakes and spiders;
(d) not bring, use or light candles in the wellness space under any circumstances;
(e) not light any fire pit, indoor fireplace or other outdoor fire at the Property during any fire ban period stated by the venue or as otherwise notified;
(f) not damage the Property and immediately notify the Host of any accidental breakage or damage; and
(g) handle personal belongings at the Participant's own risk and responsibility.

3.3. Additional venue requirements
The Participant must also comply with any additional reasonable venue rules or safety directions communicated by the Host (including by signage at the Property) during the Retreat.

3.4. Removal for non-compliance
The Host may, acting reasonably, require the Participant to leave an Activity or the Property (and/or terminate the Participant's participation in the Retreat) if the Participant breaches clause 3 or behaves in a way that the Host considers unsafe, disruptive, unlawful, or likely to cause damage, complaint or risk to any person or the Property.

4. Participant acknowledgements
4.1. Not medical advice
The Participant acknowledges that the Retreat and Activities are not a substitute for medical advice, diagnosis or treatment. The Participant must obtain their own medical advice before participating if they have any concerns.

4.2. Medical conditions, medications and disclosures
The Participant warrants that:
(a) they have disclosed to the Host, before the Retreat commences, any medical condition, injury, disability, pregnancy, allergy, mental health condition or other matter that may affect their safe participation;
(b) they will promptly disclose any change in their condition that may affect safe participation; and
(c) they will not participate in any Activity while unwell, injured, or under the influence of alcohol or drugs in a way that increases risk to themselves or others.

4.3. Follow instructions and self-limit
The Participant must:
(a) follow all reasonable instructions of the Host and any facilitator;
(b) immediately stop an Activity if they feel pain, dizziness, distress, shortness of breath or any other warning signs; and
(c) participate only to the extent they consider safe for their own circumstances.

4.4. No supervision representation
The Participant acknowledges that the Host is not providing constant supervision of the Participant's movements or conduct throughout the Retreat, and the Participant remains responsible for their own safety decisions, including around the pool, sauna, stairs, balconies, outdoor areas and bushland.

5. Acknowledgement of risk
5.1. Recreational activity and risk
The Participant acknowledges that the Retreat and Activities may constitute "recreational activities" and involve inherent risks, including risks that may be obvious and risks that may not be obvious.

5.2. Examples of risks
Without limiting clause 5.1, the Participant acknowledges that participation may involve risks including:
(a) slips, trips and falls, including on wet surfaces near the pool and in bathrooms;
(b) drowning or near-drowning associated with pool use;
(c) heat-related illness, fainting, burns or dehydration associated with sauna use;
(d) physical injury from movement, stretching, exercise or other physical practices;
(e) emotional distress or mental health responses associated with workshops, discussions or guided practices;
(f) allergic reactions or food-related illness (including where catering is provided by third parties);
(g) wildlife encounters in bushland areas, including snakes and spiders;
(h) aggravation, acceleration or recurrence of pre-existing conditions; and
(i) illness, including communicable diseases.

5.3. Voluntary assumption of risk
To the extent permitted by law, the Participant:
(a) voluntarily participates in the Retreat and Activities;
(b) accepts and assumes the risks described in this clause 5; and
(c) agrees that the Host Parties are not responsible for harm suffered by the Participant arising from those risks.

6. Release, waiver and limitation of liability (personal injury)
6.1. Release and waiver
To the extent permitted by law, the Participant releases and forever discharges the Host Parties from any Claim for death or personal injury suffered by the Participant arising out of or in connection with the Retreat or Activities, including where caused by negligence of any Host Party.

6.2. No exclusion for non-excludable conduct
Nothing in this Participant Agreement excludes, restricts or modifies any liability that cannot be excluded, restricted or modified by law, including any liability arising from conduct that

cannot legally be the subject of a waiver.

6.3. Consequential loss and property
The Participant acknowledges that the venue does not accept responsibility for loss, theft or damage to personal belongings. To the extent permitted by law, the Host Parties are not liable for loss of or damage to the Participant's property brought to the Retreat.

7. Indemnity (Participant conduct and Venue Rules)
7.1. Participant indemnity
The Participant indemnifies the Host Parties against any Claim suffered or incurred by a Host Party arising out of or in connection with:
(a) any breach of this Participant Agreement by the Participant (including breach of the Venue Rules);
(b) any negligent, unlawful, wilful or reckless act or omission of the Participant;
(c) any damage to the Property caused or contributed to by the Participant; or
(d) any Claim made by a third party against a Host Party to the extent caused or contributed to by the Participant.

7.2. Mitigation
The Host must take reasonable steps to mitigate loss the subject of the indemnity in clause 7.1.

8. Emergency and medical assistance
8.1. Consent to emergency assistance
If the Host reasonably believes the Participant requires urgent medical attention, the Participant authorises the Host to:
(a) arrange first aid and/or emergency services; and
(b) disclose relevant information (including medical information disclosed under clause 4.2) to emergency responders to assist treatment.

8.2. Costs
The Participant is responsible for any costs associated with medical treatment, ambulance transport or other emergency response.

9. Photography, audio and video
9.1. Consent (optional)
The Participant:
(a) consents to being photographed, filmed or audio-recorded during the Retreat for the Host's business purposes (including marketing), subject to clause 9.2; or
(b) does not consent and has notified the Host in writing before the Retreat commences.
9.2. Respect and removal
If the Participant does not consent under clause 9.1(b), the Host must take reasonable steps to avoid capturing the Participant and, if the Participant is inadvertently captured, the Host must take reasonable steps to remove or not use the relevant material upon written request.

10. Termination
10.1. Termination by Host
The Host may terminate this Participant Agreement with immediate effect by notice to the Participant if the Participant:
(a) breaches clause 3 (Venue Rules) or clause 4 (Participant obligations);
(b) behaves in a way that the Host reasonably considers unsafe or disruptive; or
(c) engages in unlawful conduct during the Retreat.

10.2. Effect of termination
Termination under this clause 10 does not:
(a) affect any accrued rights or remedies; or
(b) limit clauses intended to survive, including clauses 5, 6, 7, 11 and 12.

11. General
11.1. Governing law and jurisdiction
This Participant Agreement is governed by the laws in force in the State of New South Wales. The parties submit to the non-exclusive jurisdiction of the courts of the New South Wales and any courts competent to hear appeals from those courts.

11.2. Entire agreement
This Participant Agreement is the entire agreement between the parties about its subject matter and supersedes all prior communications about that subject matter.

11.3. Severability
If any provision of this Participant Agreement is invalid or unenforceable, it is to be read down or severed to the extent necessary so that it remains valid and enforceable.

11.4. Assignment
The Participant must not assign or transfer any rights or obligations under this Participant Agreement without the Host's prior written consent. The Host may assign this Participant Agreement to a related entity on notice to the Participant.

11.5. Counterparts and electronic signing
This Participant Agreement may be signed in counterparts and by electronic means, each of which forms an original and all of which together form one instrument.

12. Notices
12.1. Method
A notice or other communication must be in writing and may be given by hand, email or other method notified by a party from time to time.

12.2. Deemed receipt
Unless the sender receives an error message or delivery failure notification:
(a) an email is taken to be received when it is sent; and
(b) a hand-delivered notice is taken to be received when delivered.

13. Fees, cancellations and transfers
13.1 Fees
Retreat fees (including inclusions and payment terms) are as notified by the Host in writing. A non-refundable deposit of $500.00 is payable to secure your registration. Payment of the balance due prior to the commencement of the retreat on a date advised by the Host.

13.2 Cancellation by Participant

The Participant is entitled to a refund of the retreat fees (not including the non-refundable deposit) in the event that he/she provides more than 60 days' prior notice of his/her intention not to attend the retreat in whole or part.

The Participant is entitled to a 50% refund of the retreat fees (not including the non-refundable deposit) in the event that he/she provides between 60 and 30 prior days' notice of his/her intention not to attend the retreat in whole or part.

The Participant is not entitled to a refund of the retreat fees (not including the non-refundable deposit) in the event that he/she provides less than 30 days' prior notice of his/her intention not to attend the retreat in whole or part.

13.3 Cancellation or change by Host

If the Host cancels the Retreat (other than due to the Participant's breach), the Host will offer the Participant a refund of all amounts paid to the Host for the Retreat, less any non-recoverable external costs disclosed to the Client before booking (if any) and to the extent permitted by law.

13.4 Transfer of Booking

The Host may (but is not obliged to) consider a Participant's request to transfer a booking to another participant if :

a. the Host receives the request at least 14 days prior to the commencement of the retreat; and
b. the Participant pays an application fee of $150.00 to the Host at the time the request is made.